IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.5335 OF 1998

Bhatia Shipping and
Agencies Pvt.Ltd. ...Plaintiffs
vs.
Krishna Agarwal ...Defendant

Ms Kavita Shah i/b Mr.A.G.Shah for the Plaintiffs

CORAM: A.S.OKA,J.
DATE : JULY 12,2007

JUDGMENT:

1. Heard the learned Counsel for the Plaintiffs. Perused the averments made in the plaint. There is no written statement filed by the Defendant. The learned counsel for the Plaintiffs stated that in so far as the rate of interest is concerned, the matter is left to the court.

2. Considering the averments made in the plaint and the documents annexed to the plaint, there is no reason why the averments made in the plaint should not be accepted and decree should not be passed. However, as there is no specific agreement between the parties as regards the rate of interest, the same will have to be awarded at the rate of 6% p.a. from the date of institution of suit till realisation or payment.

3. Hence, the suit is decreed in terms of prayer clause (a). The rate of interest will be 6% p.a. instead of 24% p.a. as prayed.

JUDGE